

GOVT. MEDICAL COLLEGE



&

Associated Hospitals Jammu

Name of the Group: ANIMAL DIET for the year – 2009-10

Tender Documents Issued to M/S _____

IMPORTANT DATES

GR No : _____

Last Date for Sale of Tenders : 05-01-2010 upto 04.00 PM

Last Date for receipt of Tenders: 06-01-2010 upto 03.00 PM

Date of opening of Tenders : 08-01-2010 at 01.00 p.m.

Or any other date convenient to the committee.

Dated : _____

Contains:-

A. Financial Bid.	01 Pages
B. Check List	01 Pages
B. Terms & Conditions	05 Pages
C. Letter of Acceptance	01 Pages
	Total 08 Pages

Financial Bid :-

Annexure -1

⇒ **Animal Diet for the year 2009-10**

Cost of Tender Documents : Rs. 500/- (five hundred only)

Amount of CDR/FDR : Rs. 20,000/- (twenty thousand only)

ANIMAL DIET

S. No	Name of the Item	Unit	Rates Offered are inclusive of freight, all taxes and FOR Stores (Both in words & figures)
1.	Gram	per Kg	
2.	Green Vegetable Leaves	per Kg	
3.	Brawn	per Kg	
4.	Wheat Straw	per Kg	

Sig. of the Tender
Full seal and address

C H E C K L I S T

S.No.	Documents	Annexed at Page No.
1	CDR/FDR Worth Rs. 20,000/-	
2.	Financial Bid	
3.	Non- Black listing Declaration	
4.	Registration Certificate with concerned Department	
5	Experience Certificate.	
7.	Income Tax Clearance Certificate	
8.	Certificate of Acceptance	
9.	Any other (Specify)	

It is certified that all the documents have been annexed strictly as per the check list with the understanding that the tender document is subject to rejection in view of non-availability of any of the above mentioned documents.

Date :

Place :-

(Name of the signature of the tenderer
Or Authorised Signatory)

Terms & Conditions of the contract for the year 2009-10:

1. The tenderer should be registered with the Health and Medical Education Department, Jammu & Kashmir.
2. The contractor shall carefully examine the terms & conditions. In case of any doubts, he shall before signing the contract refer to the officer-in-charge and get clarifications.
3. The tender on the prescribed proforma shall be submitted in a single big size envelop containing two small envelopes one each for original and duplicate with proper seal. The Institution committee will not be held responsible for any postal delay. Tenders not accompanied with the following latest documents alongwith other requisite documents at the time of submission of tenders are liable to be rejected at the appropriate level of the competent authority :-
 - I) Earnest money deposits in the shape of CDR for Rs. 20,000/- (Twenty thousand only) from Nationalized Bank pledged in the Name of Principal Govt. Medical College Jammu. **Please note that the tender Number, its due date and complete address of the firms should also be written on the back side of the CDR/FDR so as to ensure its safe return to the unsuccessful or successful tenderers as the case may be.**
 - II) Latest income tax clearance certificates valid at the time of opening of the tender issued by the respective competent authority under relevant tax act and the amendments made thereafter from time to time.
4. **Non- Blacklisting Declaration:** The tenderer shall furnish a non-black listing certificate that the firm has not been blacklisted in the past by any Govt./ Private institution. The tenderer has to give an affidavit on non-judicial stamp paper duly attested of Rs. 10/- that there is no vigilance/CBI case pending against the firm and has not been blacklisted in the past.
5. The tender documents should be page marked and bearing signature with seal on each and every page.
6. **THE TENDERER SHOULD ABIDE BY THE LABOUR LAWS.**
7. **Rates Quotations should be typed/ printed and free from fluiding/cutting and overwriting. No hand written quotation will be accepted. All pages of the documents submitted should be numbered & total number of pages indicated in the index. Transparent tape/ Lamination should be applied on the quoted rates.**
8. **Details of documents enclosed with the tender forms should be**

mentioned in Proper Index serial wise duly flagged on the front page of your quotation/ reference letter.

9. i) The document submitted by the firm with the tender form will be opened in public in the presence of tenderers/ firms representatives and the officers opening the tender will sign the tenders price and other important features.

ii) The tenderer/ authorized representatives should point out to the Chairman tender opening committee on date of opening of tenders embitterment if any at the time of opening tenders. Thereafter the tenderer/ authorized representative will have no legal right to confer or to represent on one ground or the other.

iii) All the documents attached with the tender should be self attested by the authorized signatory of the firm with seal.
10. **The rates quoted should be inclusive of all taxes, freight, levis, FOR Stores etc. as applicable.**
11. No conditional tender shall be accepted. The committee reserves right to accept or reject any tender/ quotation without assigning any reasons thereof. The Successful tenderer are bound to stick on the rates once quoted by them and once approved by the committee.
12. The successful tenderer shall have to abide by the standard terms and conditions as laid down in the J&K book of financial rules/ codes and the conditions as per the contract.
13. The Principal Govt. Medical College Jammu, Chairman of the committee is competent and reserve the right to consider, ignore, or reject any tender at any stage without assigning any reason what so-ever.
14. The successful tenderer shall be responsible for execution of the contract in full and shall not in any case assign or sublet approved contract or any part thereof to other party. Suitable penalty up-to 10% of the total value of a contract shall be imposed for any deviation from contractual obligation on merits of each case, which can be forfeiture of Earnest money/ FDR /Security deposits/ with holding of other deposits in Health and Medical Education Department as a whole or even debarring/black listing of the suppliers/ firms/ dealers. The earnest money shall be forfeited if the contractor withdraw their tender or revise the prices of their offer within validity period/ comply the work order placed on them within the validity period of the offer.
15. Any loss sustained by the department as a result of retendering the contract or allotting the same to 2nd lowest tenderer due to backing out by the successful tenderer shall be recovered from the defaulting tenderer out of his earnest money / Security deposit or from any of his pending bills with department , as the case may be. Even if the second lowest tenderer agreed to carry the contract at the rate of first lowest, the earnest money deposit of the first lowest tenderer will be forfeited and he shall have no claim for the same and also shall have no right to raise this

issue in any court of law in any matter. The same procedure will be adopted in case of second lowest on his default and likewise for 3rd lowest.

16. The earnest money shall be refunded in favour of unsuccessful tenderer after finalization of tender where it shall be retained in case of successful tenderers and treated as security deposit to be refunded after the successful completion of the contract.
17. The quality of material shall be of high standard and if the material is found of poor quality the same shall be immediately removed and replaced by the contractor at his risk and cost.
18. The Principal, Govt. Medical College / Medical Superintendent of the hospital or his authorized representatives shall have the right to assess, at all the time to make full inspection etc. so as to ensure the satisfactory functioning of the contractor.
19. **The Successful tenderer shall have to abide by the terms and conditions of the NIT and the approval of the contract for which an agreement shall have to be executed on a NON JUDICIAL Stamp Paper with the concerned authorities before the allotment of the contract. The cost of the stamp duty shall be borne by the tenderer. The successful tenderer shall have to execute an agreement in the prescribed form.**
20. In case of any dispute/ difference or doubts, the orders of the chairman, Central Purchase Committee shall be final.
21. All the documents which are asked for should be properly attested and should be complete in all respects failing which papers will not be entertained.
22. **All the terms and conditions of the tenders should be carefully studied for the sake of submitting complete and comprehensive tender, failing to comply with any of the terms and conditions may lead to rejection of tender, even if it is competitive offer.**
23. Legal proceedings that may arise at any time shall be subject to the jurisdiction of J&K Courts at Jammu only.
24. The contract fixed shall be valid for a period of **twelve months** from the date of issue of approved rate contract extendable for a period of 90 days from the date of issue of Rate Contract or till such time the new rate contract for succeeding year is available.
25. All other issues that may come up during the course of compilation of contract shall be decided by the Central Purchase Committee Sub Committee and orders shall be final.
26. The firm shall have to submit proof of **previous Experience in the respective field**. Only the tenders with satisfactory performance shall be entertained.

27. **Any other condition that is not indicated here can be incorporated by the concerned Officer before execution of a contract if need be.**

28. **No separate conditions will be accepted and the conditional tenders will be out-rightly rejected.**

FORCE MAJURE CLAUSE :

- I) As a result of lock out due to non- availability of Raw material, strike of workers, due to loss of fire, accidents , Road / Rail blockages, floods, labour disputes, riots or due to any other natural calamity the factory remain closed because of the circumstances beyond the control of the owner , the FORCE MAJURE CLAUSE shall be applicable so far extension in period and other reasons are concerned.
- II) During the course of finalization of the RATE CONTRACT as well as during period of the contract the levy / tax imposed by the Central/ / State/ Local self Government the increase shall be allowed subject to production of original orders / documents of having the additional levy/ tax etc. paid.
- III) In case any reduction in the prices is ordered by Central / State / local Self Government during the course of the contract the same shall be recoverable from the supplier.
- IV) Such cases where any representation dispute / doubt is received by the Rate Contract Committee it shall be referred to the administrative department for final disposal and decision thereof shall be final and binding upon the parties.
- V) The successful tenderer shall have to abide by the terms & conditions as mentioned above as well as in the rate contract for which the contractor will have to execute an agreement with the department within 15 days from the date of final acceptance of the contract. In the event of failure to abide by the terms and conditions, the Principal, Govt. Medical College Jammu may without prejudice to any other remedy available with him under any law for the time being in force in the State impose all or any of the following Penalties on the contractor, in addition to the forfeiture of the Earnest Money Deposit in full or any part thereof :-
 - a) The termination of the contract within 15 days notice to the contractor under registered cover. The extra cost, if any, incurred shall be made good from the contractor, in retendering and making alternative arrangements.
 - b). Such penalties as deemed reasonable.

We do hereby agree abide by all the conditions mentioned (Sr. No. 1 to Sr. 30) in the tender document (All the documents have been signed by us in token of acceptance of the “ Condition of the Contract” and are without any cutting/ overwriting.)

In Acceptance

UNDERTAKING/ LETTER OF ACCEPTANCE

Sir,

1. I / we do agree for all clauses, terms and conditions of the tender documents.
2. I / we agree to abide the contract for a period of **one year** to provide the services from the date of award of the contract which may be extended by the committee till new rate contract is finalized.
3. I / we declare that no legal / financial irregularities involving the Proprietor/ Partner of the applicant (s) / firm are pending.
4. I / we declare that our financial position is sound and we are competent to execute the contract.
5. I/ we declare that we will not ask/ expect any financial assistance from the Govt. of Jammu & Kashmir State.

In acceptance
(Name of the signature of the tenderer
Or Authorized Signatory)